

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

**Billing Contact (Print)**

Account Number

### Meter Number

Telephone Number \_\_\_\_\_

Social Security Number (Last 4 digits)

Representative Name

### Representative Codes

Representative Code: 25103      Manager Code

Date \_\_\_\_\_

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Indexed Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will release its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor program related charge monthly. All utility company related charges are the responsibility of the Buyer.

11. The term of this Agreement is for three years starting with Buyer's first Gas billing cycle on the "Customer Select" program. Near the end of the first term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of price, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales price customer, then Seller shall agree to terminate this Agreement. However, Buyer shall give Seller a minimum of 30 days notice of termination. The actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice. Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. In, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller could have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

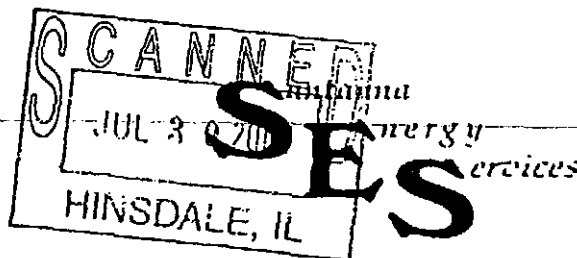
payments. Bills not paid by the due date on the Seller's invoice for invoice of that month invoice for Seller's shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Seller to Natural Gas sold hereunder will transfer at a location outside of the state of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit. Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

**Agency Agreement:** Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices for the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

**Miscellaneous:** The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of its provisions of this Agreement shall not operate as a waiver of any future default or default whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights anyone whom is not a party.

**Customer Service:** If Buyer has any questions they may contact Seller by mail at: **Santitas Energy Services, 120 E. Ogden Ave., Suite 230, Hinsdale, IL 60521**, or by telephone at 1-800-525-6648. Fax 1-800-841-2673. [20092008@sanitasenergy.com](mailto:20092008@sanitasenergy.com) or 20092008



SES #

SES

I Want Santanna Energy Services to help me control my natural gas prices!

Residential ☐ Commercial ☐

Billing Name:

Billing Address:

SARIL

Contact Name:

Authorized Signature:

Name (Print):

Phone:

Service Address:

CHERO, ILL 60804

Billing Contact (Print):

Account Number:

Meter Number:

Telephone Number:

Social Security Number (Last 4 digits):

## Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) &amp; I agree to their limits, requirements and exclusions

## Natural Gas Agreement

**PURCHASER:** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a fixed-based rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in *Natural Gas Intelligence* (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. There will be an administrative charge of \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

**TERMS:** The term of this Agreement is for three years starting with Buyer's first month gas billing cycle as the "Contract Start" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 30 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by meter. Also, if buyer exits this agreement for any other reason after the 30 day grace period, buyer shall pay seller \$3.00 per therm for the calculated deliveries seller would have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

**PAYMENTS:** Bills not paid by the due date on the Seller's invoice (or invoice of that entity invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a local or outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this law changes, Seller would collect from

Buyer such taxes and send them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

**CREDIT:** Buyer represents that they are financially able to continue business, are unaware of any situation that would affect Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

**AGENCY AGREEMENT:** Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

**MISCELLANEOUS:** The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

**CUSTOMER SERVICE:** If Buyer has any questions they may contact Seller by mail at Santanna Energy Services, 120 E. Ogden Ave, Suite 234, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-9471. www.santannaenergy.com

Blake Kline

25003

FMI

CHG2

6,13,02

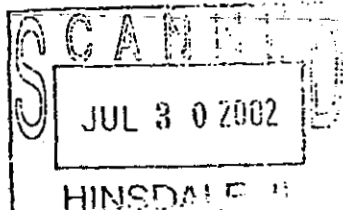
Representative Name

Rep Code

Manager Code

Office Code

Order Date



SES ICC 237

**I Want Santanna Energy Services to help me control my natural gas prices!**

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_

Account Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address (Print): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Service Address: \_\_\_\_\_

Roselle, IL, 60174

60172

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates monthly and is calculated utilizing the monthly Index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary payments, and meet the credit requirements of Seller. There will be an administrative charge \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the Initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$.03 per therm for the calculated deliveries seller would have made, during the term from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity billing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include all fees, associated with collecting outstanding amounts owed Seller under this Agreement, will be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinckley, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-0673. - 20020808NicorSelectContract - rev 2-27-02

Senny Hansen  
Representative Name

25217  
Rep Code

MW2  
Manager Code

MW21  
Office Code

6, 10, 02  
Order Date

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
(Print): \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Billing Contact (Print): \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Meter Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Social Security Number (Last 4 digits): \_\_\_\_\_

Roselle IL 60172

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

1. Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly index for natural gas deliveries to the area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 5¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary payments, and meet the credit requirements of Seller. There will be an administrative charge of \$1.00 per month. All utility company related charges are the responsibility of the Buyer.

2. The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days' notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$1.00 per therm for the calculated deliveries seller would have made, during the term from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

3. Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impair enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS, Fax: 1-800-877-0673. - 2007020816 corSalesContract - rev 2-27-02

Jordan Flake  
Representative Name

25223  
Rep Code

MW1  
Manager Code

MW2  
Office Code

6, 12, 02  
Order Date

SES ICC 239

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Services  
Name: [REDACTED]  
Address: [REDACTED]  
Fax: ( )  
Address: Elk Grove IL 60007

Billing Address: SES [REDACTED]

Billing Contact (Print): [REDACTED]

Account Number: [REDACTED]

Meter Number: [REDACTED]

Telephone Number: [REDACTED]

Social Security Number (Last 4 digits): [REDACTED]

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santana Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas provider and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly Index for natural gas deliveries to the area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents. Buyer will purchase its full gas requirements from Seller, execute the necessary permits, and meet the credit requirements of Seller. There will be an administrative charge of \$0.03 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notice of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term of the agreement from buyers exit date throughout the remainder of this contract. The due date of this agreement is the exit date.

Payments: Bills not paid by the due date on the Sellers invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to suspend service for non-payment without prior written notice. Any cost, to include fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods sold under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyers behalf related to Gas Sales and transportation under this Agreement.

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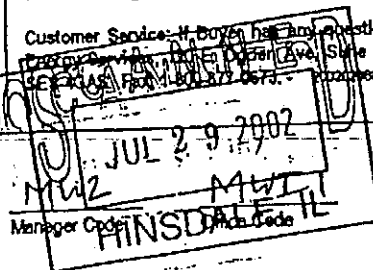
Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer Invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 236 Hinnsdale Ave., Suite 236, Hinnsdale, IL 60521; or by telephone at 1-877-236-2362. Fax: 1-877-236-2362.   
Contract: NicorSelectContract - rev 2-27-02

David Pugh  
Representative Name

25213  
Rep Code



05, 17, 02  
Order Date

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential ☐ Commercial

Name: [REDACTED]  
Address: [REDACTED]  
City: [REDACTED]  
State: [REDACTED]  
Zip: [REDACTED]  
Cicero, IL 60804

Billing Address: [REDACTED]  
Billing Contact (Print): [REDACTED]  
Account Number: [REDACTED]  
Meter Number: [REDACTED]  
Telephone Number: [REDACTED]  
Social Security Number (Last 4 digits): [REDACTED]

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
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#### Natural Gas Agreement

Santanna Energy Services (Seller) as its exclusive agent for the purpose of providing gas to the Buyer, agrees to provide the Buyer with gas requirements at a fixed-price rate that fluctuates monthly and is calculated according to the monthly index for natural gas deliveries to the Buyer published in the National Gas Intelligence (NGI) by Intelligence Press, Inc., plus 8 cents. Buyer will purchase its gas requirements from Seller, except for the necessary amount, and pay the credit requirements of Seller. There will be an administrative charge of \$1.00 per month for the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first month gas billing under the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notice of its term rates and give Buyer the option to renew this Agreement. If at any time during the 30 days of notice, Buyer is not completely satisfied with the decision to renew this program, and Buyer elects to renew and remain with the utility as a customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give a written notice of 30 days of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay the gas delivered prior to the termination date of the buyer from Seller's pool by month. Buyer shall pay this agreement for any other reason after the 30 day grace period, Buyer shall pay \$1.00 per month for the calculated delivery seller would have made, starting the first day of the month through the remainder of this contract. The due date of this bill is the 15th day.

If not paid by the due date on the Seller's invoice for the month of that utility (the Seller) shall have interest at a rate of 1.5% per month. Seller reserves the right to suspend the Agreement for non-payment without prior written notice. Any cost to include gas, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. This is to include gas sold to the Buyer at a location outside of the city of Chicago. Currently, there are no state or local taxes assessed on services or goods sold under this Agreement. In the event this law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to the Seller and transportation under this Agreement.

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Customer Service: If Buyer has any questions they may contact Seller by mail at Santanna Energy Services, 128 E. Ogden Ave., Suite 204, Springfield, IL 62767, or by telephone at 1-217-553-9545. Fax: 1-217-553-9573. - 12/20/2007

WILLIAMS  
Registration Name

26204  
Rep Code

CS  
Manager Code

CHG-7  
Office Code

15 221 02  
Order Date

**Santanna Energy Services** I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [Redacted]

(Name: [Redacted])

Signed Signature: [Redacted]

(Print: [Redacted])

Fax: ( )

e Address: [Redacted]

Roselle, IL 60172

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: [Redacted]

Meter Number: [Redacted]

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas provider and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly Index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary payments, and meet the credit requirements of Seller. There will be an administrative charge \$1.00 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales office customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term of this agreement from the date of termination through the remainder of this contract. The due date of this agreement is the exit date.

Payments: Bills not paid by the due date on the Sellers Invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include all fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyers behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impair enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-AGAS, Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 2-27-02

Bradley Richins  
Representative Name

25216  
Rep Code

MWZ  
Manager Code

MWI1  
Office Code

6, 12, 2002  
Order Date

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

me: \_\_\_\_\_

Name: \_\_\_\_\_

ed Signature: \_\_\_\_\_

rint): \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

ARLINGTON HT, IL

60005

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santana Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas provider and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly Index for natural gas deliveries to the go area published in *Natural Gas Intelligence* (NGI) by Intelligence Press, Inc., plus 6 therm. Buyer will purchase its full gas requirements from Seller, execute the necessary payments, and meet the credit requirements of Seller. There will be an administrative charge .00 per month. All utility company related charges are the responsibility of the Buyer.

1. The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales ice customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall Seller a minimum of 30 days notice of termination (the actual termination date shall be no than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. 2. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$.03 per therm for the calculated deliveries seller would have made, during the from buyers exit date throughout the remainder of this contract. The due date of this ment is the exit date.

ments: Bills not paid by the due date on the Sellers invoice (or invoice of that entity oicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to minate this Agreement for non-payment without prior written notice. Any cost, to include al fees, associated with collecting outstanding amounts owed Seller under this Agreement, ill be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of : State of Illinois. Currently, there are no state or local taxes assessed on services or goods ivered under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyers behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

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Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are not promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-0673. - 20020208NCorSelectContract - rev 2-27-02

Adam C. Spencer  
Representative Name

25232  
Rep Code

MW 2  
Manager Code

MWI<sup>2</sup>  
Office Code

05, 31, 2002  
Order Date



**S** I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_

ct Name: \_\_\_\_\_

ized Signature: \_\_\_\_\_

(Print): \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

se Address: \_\_\_\_\_

VILLA PARK IL 60181

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas provider and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates monthly and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 ¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary permits, and meet the credit requirements of Seller. There will be an administrative charge \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

Term: The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales vice customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$3.00 per therm for the calculated deliveries seller would have made, during the term from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity voicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

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Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

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Austin Azbill  
Representative Name

25228  
Rep Code

MWJ  
Manager Code

MWJ  
Office Code

6.3.02  
Order Date

# Yes! I would like Santanna Energy Services to help me control my natural gas prices!

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

ing Name: [REDACTED]  
tact Name: [REDACTED]  
norized Signature: [REDACTED]  
ne (Print): [REDACTED]  
ne: [REDACTED] Fax: ( ) -  
vice Address: [REDACTED]

Bensenville, IL 60106

ing Address: Same

Billing Contact (Print): Same

Account Number: [REDACTED]

Meter Number: [REDACTED]

Telephone Number: [REDACTED]

Social Security Number (Last 4 digits): \_\_\_\_\_

Representative Name: Cheryl Vohar

Representative Code: 25209 Manager Code: 200

Date: 5/10/02

## Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Indexed Rate that fluctuates each month and is calculated utilizing the monthly prices for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, meet the credit requirements of Seller. The program will include a Nicor program related charge monthly. All utility company related charges are responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first natural gas billing cycle on the "Customer Select" program. Near the end of the term, Seller will send Buyer notification of its new rates and give Buyer option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination. The actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice. Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the time from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

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**Santanna**  
**SES** energy services

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Printed Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Address: \_\_\_\_\_  
Lombard, IL 60148

Billing Address: \_\_\_\_\_  
Billing Contact (Print): \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Meter Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
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The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$.03 per therm for the calculated deliveries seller would have made, during the term from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include all fees, associated with collecting outstanding amounts owed Seller under this Agreement, will be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

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Cathy Flake  
Representative Name

25200  
Rep Code

MW2  
Manager Code

MW1#1  
Office Code

6, 3, 02  
Order Date

# Yes! I would like Santanna Energy Services to help me control my natural gas prices!

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Name: [REDACTED]

Account Name: [REDACTED]

Authorized Signature: [REDACTED]

(Print): [REDACTED]

Fax: ( )

Address: [REDACTED]

60004 Arlington Heights, IL

Address: [REDACTED]

SAME

Billing Contact (Print): [REDACTED]

Account Number: [REDACTED]

Meter Number: [REDACTED]

Telephone Number: [REDACTED]

Social Security Number (Last 4 digits): [REDACTED]

Representative Name: David S. Gummerall  
mw 2

Representative Code: 25203 Manager Code: 800

Date: 5/8/02

## Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Fixed Rate that fluctuates each month and is calculated utilizing the monthly price for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will assume its full gas requirements from Seller, execute the necessary documents, meet the credit requirements of Seller. The program will include a Nicor program related charge monthly. All utility company related charges are responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first gas billing cycle on the "Customer Select" program. Near the end of the term, Seller will send Buyer notification of its new rates and give Buyer option to extend this Agreement. If at any time within the first 90 days of term, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales to customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas ordered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$.03 per therm for the calculated deliveries seller had made, during the time from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Penalty: Bills not paid by the due date on the Seller's invoice (or invoice of that party invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. All Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on buyer's behalf related to Gas Sales and transportation under this Agreement.

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Santanna  
**SES** energy services

**Santanna Energy Services** I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

ARLINGTON HT, IL

60005

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary payments, and meet the credit requirements of Seller. There will be an administrative charge of \$0.00 per month. All utility company related charges are the responsibility of the Buyer.

1. The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. 2. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$.03 per therm for the calculated deliveries seller would have made, during the term from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

3. Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include all fees, associated with collecting outstanding amounts owed Seller under this Agreement, will be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 2-27-02

Adam C. Spencer  
Representative Name

25232  
Rep Code

MW2  
Manager Code

MW1  
Office Code

05, 29, 2002  
Order Date

**I Want Santanna Energy Services to help me control my natural gas prices!**

☒ Residential / ☐ Commercial

Name: [REDACTED]  
Account Name: Same  
Authorized Signature: [REDACTED]  
Printed Name: [REDACTED]  
Phone: [REDACTED] Fax: [REDACTED]  
Mailing Address: [REDACTED]  
Lombard, IL 60146

Billing Address: \_\_\_\_\_  
Billing Contact (Print): \_\_\_\_\_  
Account Number: [REDACTED]  
Meter Number: [REDACTED]  
Telephone Number: \_\_\_\_\_  
Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
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2. The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

3. Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include collection fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would affect Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer Invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

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Githy Flake 25200 MW2 MW1 #1 6, 7, 02  
Representative Name Rep Code Manager Code Office Code Order Date

Yes! I would like Santanna Energy Services to help my company control natural gas prices  
Fax back this enrollment form to 1-800-877-0673

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer):

Account Number:

Authorized Signature:

Meter Number:

Name (Print):

Carlitta Wallace

Phone:

Fax:

Service Address:

Telephone Number:

Social Security Number (Last 4 digits):

Billing Address:

Billing Contact (Print):

Date:

List accounts:

### Natural Gas Agreement

**Price:** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor Gas program related charge monthly. All utility company related charges are the responsibility of the Buyer.

**Term:** The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$.03 per therm for the calculated deliveries seller would have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

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Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 2-27-02

Santanna  
SES energy  
services



# Yes! I would like Santanna Energy Services to help me control my natural gas prices!

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions

ing Name \_\_\_\_\_  
tact Name \_\_\_\_\_  
onized Signature \_\_\_\_\_  
ne (Print) \_\_\_\_\_  
ne: ( ) Fax: ( )

ice Address \_\_\_\_\_  
Elk Grove VL 60007

ng Address \_\_\_\_\_  
\_\_\_\_\_

Billing Contact (Print) \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Meter Number \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Social Security Number (Last 4 digits): \_\_\_\_\_

Representative Name: Heidi Black  
Representative Code 35220 Manager Code 202  
Date 5 9 02

## Natural Gas Agreement

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Santanna  
**SES** energy services